

E. Lowell Dinius
Vice President

November 9, 1983

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3 INTERSTATE COMMERCE COMMISSION

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Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Ms. Mergenovich:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. section 11303 are three original counterparts of an Equipment Schedule No. 2, dated November 4, 1983, which is a supplementary document to one certain Railroad Equipment Lease Agreement dated as of April 12, 1983, I.C.C. recordation number 14015-A, recorded on May 12, 1983 at 10:45 a.m.

A general description of the railroad equipment is set forth in Schedule A attached hereto and made a part hereof.

The names and addresses of the parties to the enclosed document are:

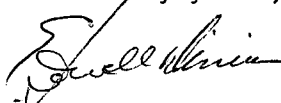
Lessee: Bangor and Aroostook Railroad Company
Northern Maine Junction Park
R. R. 2
Bangor, Maine 04401

Lessor: American Fletcher Leasing Corporation
111 Monument Circle, Suite 510
Indianapolis, Indiana 46277

Kindly return two stamped copies of the enclosed document to E. Lowell Dinius, Esquire, American Fletcher Leasing Corporation, 111 Monument Circle, Suite 510, Indianapolis, Indiana 46277.

Also enclosed is a check in the amount of \$10.00 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Sincerely yours,


E. Lowell Dinius

ELD/psp
8615D

Enclosures

Equipment Schedule No. 2

(page 1 of 2)

to the
Railroad Equipment Lease Agreement
dated as of April 12, 1983
between

American Fletcher Leasing Corporation ("Lessor")

and

Bangor and Aroostook Railroad Company ("Lessee")

RECORDATION NO. 14015-C Filed 11/28

NOV 14 1983 - 3 00 PM

COMMERCE COMMISSION

Dated: November 4, 1983

The following provisions are hereby incorporated by reference into, and constitute an integral part of, the above-described Railroad Equipment Lease Agreement (the "Lease"):

1. Description of the Units (see paragraph 1 of the Lease): the railroad boxcars described in Schedule A to this Equipment Schedule, purchased by Lessor pursuant to a Hulk Purchase Agreement, dated as of the date of the Lease (the "Hulk Purchase Agreement"), between Lessor and Lessee and reconditioned pursuant to a Reconstruction Agreement, dated as of the date of the Lease (the "Reconstruction Agreement"), between Lessor and Lessee, each of which has an estimated aggregate Purchase Price (as defined in the Hulk Purchase Agreement) and Reconstruction Cost (as defined in the Reconstruction Agreement) of Thirty Four Thousand One Hundred Seventeen Dollars (\$34,117.00).

2. Base Lease Commencement Date (see paragraph 2(a) of the Lease): January 1, 1984.

3. Facilities Charge (see paragraph 2(b) of the Lease): with respect to any Unit, an amount equal to the product of (i) 1/360th of (a) the annual interest rate that American Fletcher National Bank and Trust Company, Indianapolis, Indiana designates, from time to time, as its prime rate plus (b) one percent (1.0%) times (ii) the Purchase Price for such Unit times (iii) the number of days elapsed from and including the date of payment for such Unit pursuant to the Hulk Purchase Agreement to but excluding the date of acceptance of such Unit by Lessee under the Lease (as confirmed by a Certificate of Acceptance).

4. Interim Rent (see paragraph 2(b) of the Lease): with respect to any Unit, an amount equal to the product of (i) 1/360th of (a) the annual interest rate that American Fletcher National Bank and Trust Company, Indianapolis, Indiana designates, from time to time, as its prime rate plus (b) one percent (1.0%) times (ii) the aggregate of the Purchase Price and the Reconstruction Cost for such Unit, times (iii) the number of days elapsed from and including the date of acceptance of such Unit by Lessee under the Lease (as confirmed by a Certificate of Acceptance) to but excluding the Base Lease Commencement Date.

Equipment Schedule No. 2

(page **2** of 2)

to the
Railroad Equipment Lease Agreement
dated as of April 12, 1983
between

American Fletcher Leasing Corporation ("Lessor")
and
Bangor and Aroostook Railroad Company ("Lessee")

5. Basic Rent Factor (see paragraph 2(b) of the Lease): 3.20105%
of the aggregate of the Purchase Price and the Reconstruction Cost of all of
the Units.

6. First Basic Rent Date (see paragraph 2(b) of the Lease): the
Base Lease Commencement Date.

7. Stipulated Loss Value of a Unit (see paragraph 10(a) of the
Lease): an amount determined as specified in Exhibit A hereto.

Capitalized terms used in this Equipment Schedule and not otherwise
defined herein shall have the respective meanings specified in the Lease.

This Equipment Schedule is hereby accepted by:

American Fletcher Leasing Corporation ("Lessor")

By

E. Lowell Dennis, President

(Corporate Seal)

Attest:

Eugene E. Henn

Title:

Secretary

Bangor and Aroostook Railroad Company ("Lessee")

By

Owett B. Budge

Vice President-Finance

(Corporate Seal)

Attest:

Richard B. Gray

Title:


Assistant Clerk



ACKNOWLEDGMENTS

STATE OF Indiana)
)
COUNTY OF Marion) ss:


The foregoing instrument was acknowledged before me this 7th
day of November 1983 by E. Lowell Dinius
of American Fletcher Leasing Corporation on behalf of the corporation.


Notary Public Pamela S. Power

My commission expires: September 30, 1985

STATE OF MAINE)
)
COUNTY OF PENOBSCOT) ss:

The foregoing instrument was acknowledged before me this 4th
day of November 1983, by Owen H. Bridgham of Bangor and
Aroostook Railroad Company, a Maine corporation, on behalf of the corporation.


Notary Public

My commission expires: June 25, 1985

Schedule A
to the
Equipment Schedule No. 2
to the
Railroad Equipment Lease Agreement
dated as of April 12, 1983
between
American Fletcher Leasing Corporation ("Lessor")
and
Bangor and Aroostook Railroad Company ("Lessee")

DESCRIPTION OF UNITS

NUMBER OF
UNITS

DESCRIPTION

20

Railroad boxcars marked and numbered
as follows:

BAR 8880 - 8899 inclusive

Exhibit A
to the
Equipment Schedule No. 2
dated as of
April 12, 1983

(page 1 of 2)

STIPULATED LOSS VALUE

The Stipulated Loss Value of a Unit, as of the date of Total Loss (as defined in paragraph 10(a) of the Lease) of such Unit, shall be an amount determined by multiplying the aggregate of the Purchase Price (as defined by reference in the Equipment Schedule) and the Reconstruction Cost (as defined by reference in the Equipment Schedule) for such Unit by the applicable percentage set forth below with respect to the period in which such Total Loss occurs:

<u>Interim Period or Quarterly Period</u>	<u>Percentage of Cost</u>
Interim Period	104.00
1	103.82
2	103.64
3	103.46
4	103.29
5	103.05
6	102.83
7	102.61
8	102.39
9	102.17
10	99.41

*. The Interim Period shall commence on the date of delivery of such Unit pursuant to the Lease and shall extend to but not include the Base Lease Commencement Date. The first quarterly period shall commence on the Base Lease Commencement Date and shall extend to, and shall include, the first quarter-anniversary of the Base Lease Commencement Date (i.e., the same numerical date in the third ensuing month); the second (and each subsequent) quarterly period shall commence on the day after such first (or next subsequent) quarter-anniversary and shall extend to, and shall include, the second (or next subsequent) quarter-anniversary of such date.

<u>Interim Period or Quarterly Period</u>	<u>Percentage of Cost</u>
11	99.33
12	99.16
13	98.87
14	95.67
15	95.16
16	94.53
17	93.77
18	90.11
19	89.12
20	88.01
21	86.90
22	82.96
23	81.77
24	80.54
25	79.30
26	78.03
27	76.71
28	75.34
29	73.97
30	72.55
31	71.09
32	69.58
33	68.05
34	66.48
35	64.85
36	63.18
37	61.49
38	59.75
39	57.95
40	56.10
41	54.23
42	52.30
43	50.31
44	48.26
45	46.19
46	44.06
47	41.87
48	39.61
49	37.33
50	34.98
51	32.57
52	30.09
53	27.57
54	24.98
55	22.32
56	20.00
57	20.00
58	20.00
59	20.00
60	20.00
Thereafter	20.00